

ONYX THERAPEUTICS, INC.)	
)	
Plaintiff,)	
)	
v.)	
)	
FRESENIUS KABI USA, INC. AND)	C.A. No. 16-988 (LPS) (consolidated),
FRESENIUS KABI USA, LLC.,)	C.A. No. 16-1012 (LPS)
)	
Defendant.)	
)	

Onyx Therapeutics, Inc. (“Onyx”), and Fresenius Kabi USA, Inc. and Fresenius Kabi USA, LLC. (“Fresenius”), parties in the above-captioned action, have agreed to terms and conditions representing a negotiated settlement of this action and have set forth those terms and conditions in a Settlement Agreement (the “Settlement Agreement”). Now the parties, by their respective undersigned attorneys, hereby stipulate and consent to entry of judgment and an injunction in this action as follows:

IT IS this 12 day of May, 2019:

1. This District Court has jurisdiction over the subject matter of the above action and has personal jurisdiction over the parties.

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controls, is controlled by, or is under common control with such Party. For purposes of this definition, "control" means (a) ownership, directly or through one or more intermediaries, of (i) more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (ii) more than fifty percent (50%) of the equity interests in the case of any other type of legal entity or status as a general partner in any partnership, or (b) any other arrangement whereby an entity or person has the right to elect a majority of the board of directors or equivalent governing body of a corporation or other entity or the right to direct the management and policies of a corporation or other entity.

3. Except as specifically authorized pursuant to the Settlement Agreement, Fresenius, including any of its Affiliates, successors and assigns, is enjoined from making, having made, using, selling, offering to sell, importing or distributing of the Fresenius Product, to the extent such action would infringe one or more claims of United States Patent Numbers 7,417,042, 7,737,112, and 8,207,125.

4. Compliance with this Consent Judgment may be enforced by Onyx and Fresenius and their successors in interest, or assigns, as permitted by the terms of the Settlement Agreement.

5. This Court retains jurisdiction to enforce or supervise performance under this Consent Judgment and the Settlement Agreement.

6. Fresenius hereby withdraws all factual allegations in its pleadings, including those concerning unclean hands, litigation misconduct, and inequitable conduct, and its foregoing affirmative defenses and counterclaims as well as all other claims, counterclaims, affirmative defenses and demands in this action by either Onyx or Fresenius are hereby dismissed with prejudice and without costs, disbursements or attorneys' fees to any party.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Megan E. Dellinger

Jack B. Blumenfeld (#1014)
Karen Jacobs (#2881)
Megan E. Dellinger (#5739)
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
(302) 658-9200
jblumenfeld@mnat.com
kjacobs@mnat.com
mdellinger@mnat.com

Attorneys for Plaintiff

SHAW KELLER LLP

/s/ David M. Fry

John W. Shaw (#3362)
Karen E. Keller (#4489)
David M. Fry (#5486)
I.M. Pei Building
1105 North Market Street, 12th Floor
Wilmington, DE 19801
(302) 298-0700
jshaw@shawkeller.com
kkeller@shawkeller.com
dfry@shawkeller.com

*Attorneys for Defendants Fresenius Kabi
USA, LLC and Fresenius Kabi USA, Inc*

May 5, 2019

SO ORDERED this 7th day of May, 2019



CHIEF UNITED STATES DISTRICT JUDGE